

General Sales and Delivery Terms & Conditions of Tripod Mobility BV

1 Entering into agreements for the delivery of a conversion and/or modifications to a vehicle

- 1.1 These Terms & Conditions apply to all offers and agreements for the supply of products and/or services of Tripod Mobility BV, established at Collseweg 10 in (5674 TR) Nuenen (the Netherlands) and registered with the Chamber of Commerce under number 17105309, hereinafter referred to as: TRIPOD, unless expressly agreed otherwise in writing. Once applicable, the Terms & Conditions also apply without further explanation to new agreements and to all non-contractual relationships.
- 1.2 The applicability of the Client's Terms & Conditions is expressly rejected, unless expressly agreed otherwise in writing.
- 1.3 If one or more provisions are null and void or annulled, the remaining provisions will continue to apply and new provisions will be agreed in consultation by way of replacement, whereby the purpose and purport of the original provisions will be taken into account as much as possible.
- 1.4 If a situation arises that is not covered by these Terms & Conditions, that situation shall be assessed 'in the spirit' of these Terms & Conditions.
- 1.5 Even if TRIPOD does not always demand strict compliance with these Terms & Conditions, TRIPOD reserves the right, in other cases, to demand strict compliance with these Terms & Conditions.
- 1.6 Our prices are exclusive of turnover tax, unless expressly agreed otherwise, whereby the applicable turnover tax is always stated separately.
- 1.7 All TRIPOD quotations and offers are non-binding and have a validity of 3 months, unless otherwise indicated in the quotation.
- 1.8 TRIPOD shall confirm orders and accepted quotations and offers in writing by means of an order confirmation.
- 1.9 An order confirmation shall be binding only after the Client returns said order confirmation and any associated specifications to TRIPOD within 14 days.
- 1.10 Order confirmations from TRIPOD to clients with whom TRIPOD has entered into a cooperation agreement and which, therefore, belong to TRIPOD's dealer network are binding, unless the Client objects to them in writing within 2 working days. Without notice within these two working days, TRIPOD will execute the order in accordance with the order confirmation and corresponding specifications.
- 1.11 In all cases, the Client is obliged to carefully check the order confirmation.
- 1.12 Quotations and order confirmations from TRIPOD are based on the data, drawings and measurements derived from the Client's request or order.
- 1.13 TRIPOD cannot be held to an offer or quotation if that offer or quotation or part thereof contains an obvious mistake or clerical error.
- 1.14 A composite quotation does not oblige TRIPOD to execute part of the offer or quotation at a corresponding part of the stated price.
- 1.15 If after the conclusion of the agreement, but before the delivery, any increase in price-determining factors occurs, this change will not affect the agreed price if it occurs within three months after the order confirmation. If a relevant change occurs more than three months after the order confirmation, the Client shall bear the risk and TRIPOD is entitled to charge that price increase.
- 1.16 Amendments to the agreement and deviations from it shall only take effect if TRIPOD has provided a revised order confirmation for this purpose and the amended agreement has been concluded in accordance with the provisions set out in paragraphs 1.9 and 1.10 above. In the absence of agreement on the change in price and, therefore, the absence of acceptance or confirmation, the deviating agreement will not be concluded.
- 1.17 Cancellation (in whole or in part) is only possible against payment by the Client of the costs already incurred by TRIPOD as well as, in any case, 15% of the cancelled order or order line.

2 The execution of an assignment

- 2.1 All deliveries take place in Nuenen. The Client is responsible for any transport to or from Nuenen and the associated costs.
- 2.2 All delivery periods mentioned are only indicative periods and can never be regarded as deadlines. Delivery always takes place in consultation with the Client. Postponement of the agreed delivery by the Client is possible for a maximum period of 4 weeks. If the Client postpones the delivery for more than 4 weeks, TRIPOD shall be compelled to charge storage costs.

- 2.3 Changes in circumstances or in an order that has already been issued may lead to the stated terms being overrun. Such overruns shall never entitle the Client to compensation, dissolution of the agreement or non-compliance with any obligation under the agreement concerned. In the event that the delivery time is exceeded excessively in TRIPOD's opinion, TRIPOD shall consult with the Client.
- 2.4 Irrespective of the agreed payment condition, TRIPOD is entitled to demand sufficient security for payment for the execution of the assignment and delivery and to discontinue the performance of the agreement if this security is not provided.
- 2.5 Although TRIPOD will always favourably consider a request to agree to changes, additions and corrections to the agreed activities and/or deliveries, there shall be no obligation whatsoever to do so.
- 2.6 In the event of non-attributable shortcomings that delay or prevent the execution of the agreement, TRIPOD is entitled to cancel the agreement without this giving the Client any right to compensation.
- 2.7 Replaced or removed materials or goods will only be made available to the Client if this was expressly requested when entering into the agreement and this has been laid down in writing in the order confirmation. Otherwise, these materials shall become the property of TRIPOD without the Client being entitled to claim any compensation in this respect.
- 2.8 Subject to the provisions in paragraphs 4 and 6 of this article, the ownership of and risk for the goods will pass to the buyer upon delivery in Nuenen.

3 Liability

- 3.1 Barring gross negligence on TRIPOD's part, TRIPOD shall in no way be liable for loss of profits, other indirect losses, including consequential losses (also due to possible late delivery or use of the delivered goods to other properties), losses of third parties, loss of profit and extra costs. due to facts or circumstances not attributable to TRIPOD.
- 3.2 TRIPOD shall not be liable for damage of any kind whatsoever arising from TRIPOD's use of incorrect and/or incomplete information supplied by the Client in carrying out its work.
- 3.3 The Client shall indemnify TRIPOD against any claims from third parties who suffer losses in connection with the execution of the agreement and which are attributable to the Client.
- 3.4 Complaints must be submitted to TRIPOD in a timely manner after the Client has discovered the defects and must be described fully and clearly, preferably in writing or electronically with photo material showing the complaint. For a Client who at the time of entering into the agreement was acting in the exercising of a profession or business, timely is considered within 5 working days after the delivery date. After the expiry of this term without a written complaint from the Client, the delivered goods shall be deemed to have been irrevocably and unconditionally accepted by the Client.
- 3.5 With regard to a Client who at the time of entering into the agreement was not acting in the exercising of a profession or business, a notification within a period of two months after the discovery of the defect shall in any case be considered timely. Failure to submit the complaint on time may result in the Client losing their rights in this regard.
- 3.6 The Client is, therefore, obliged to assess, or have others assess, the delivered goods at the time of delivery and in an expert manner.
- 3.7 If a complaint has been submitted, the Client must keep the goods in question available to TRIPOD and give TRIPOD the opportunity to investigate the complaint or have it investigated.
- 3.8 If a complaint is justified, TRIPOD will make the necessary adjustments and replace the necessary parts or, if that were no longer possible or useful, TRIPOD will credit part of the corresponding price to the Client.
- 3.9 If a timely complaint is made, the Client remains obliged to take delivery and pay. In addition, the Client is not authorised to set off any payments.
- 3.10 If delivery or replacement is no longer possible or useful and this is attributable to TRIPOD, then TRIPOD will only be liable within the limits of this article.
- 3.11 In the event that TRIPOD is liable, TRIPOD's liability will be limited to the amount or amounts to which the liability insurance taken out by TRIPOD entitles, including any excess that TRIPOD bears in connection with that insurance. At the Client's first request, TRIPOD shall provide the Client with the relevant insurance policy. If and insofar as for any reason no payment is made on the basis of the liability insurance, TRIPOD's liability is in any case limited to a maximum of the amount of the agreed price of the relevant order confirmation, excluding VAT.

4 Warranty

- 4.1 Since TRIPOD has made the adjustments and necessary parts with regard to the execution of an agreement especially for and in accordance with the information provided by the Client, a cooling-off period is not applicable and the parts shall not be taken back.
- 4.2 The parts supplied by TRIPOD must have those properties that the Client may expect under normal use (conformity). If this is not complied with and the cause thereof is not outside the responsibility of TRIPOD, the Client is entitled to repair or replacement, (partial) termination of the agreement and/or a price reduction.
- 4.3 In addition to the aforementioned legal obligation, TRIPOD offers a warranty of 24 months after the invoice date on all installations supplied by TRIPOD, including parts.
- 4.4 The warranty covers only the repair costs directly associated with the repair of any defects.
- 4.5 How warranty claims shall be settled is solely at TRIPOD's discretion. In order to qualify for a warranty, the return of the defective part or parts is a condition, unless a description of the defect can be provided which TRIPOD believes to be sufficient.
- 4.6 In the event of repairs by a third party, the workshop rates and parts prices used by TRIPOD shall determine the reimbursement of the associated costs.
- 4.7 Any claim under the guarantee shall lapse if the Client or third parties have carried out work on or in connection with the conversion and/or modifications carried out by TRIPOD without TRIPOD's prior consent, unless it can be demonstrated that immediate repair was necessary and TRIPOD's response could not be awaited.
- 4.8 The warranty provisions only apply to the use of the delivered parts corresponding to the intended use.

5 Payment

- 5.1 Payment of the total amount shall be made before delivery, unless agreed otherwise in writing.
- 5.2 All payments must be made at TRIPOD's offices or by crediting a bank account designated by TRIPOD.
- 5.3 Payments by clients with whom TRIPOD has entered into a cooperation agreement and which, therefore, belong to TRIPOD's dealer network are subject to a payment term of thirty days after the invoice date.
- 5.4 Without the express written permission of TRIPOD, the Client is not permitted to set off the payment obligation towards TRIPOD against a claim against TRIPOD for whatever reason.
- 5.5 Changes to the original assignment of any kind made by or on behalf of the Client, which cause higher costs than could be counted on in the quotation, will be charged additionally to the Client.
- 5.6 The payment term is a strict deadline and if the Client does not pay, and this cannot be attributed to TRIPOD, the Client is automatically in default without further notice of default being required. The Client shall then owe the statutory (commercial) interest from the day on which the payment term has expired until the day of full payment. TRIPOD is also authorised to take recovery measures in such cases. All collection costs, both judicial and extrajudicial, shall be borne by the Client. The extrajudicial costs are determined as follows: a) To the extent that the Client was not acting in the exercising of a profession or business at the time the agreement was entered into, TRIPOD is entitled to compensation for extrajudicial collection costs equal to the maximum amount permitted by law, as stipulated in and calculated in accordance with the Dutch Extrajudicial Collection Costs (Standardization) Act (Wet normering buitengerechtigde incassokosten) to the extent that the outstanding amount - after the default has occurred - is not paid within 14 days of the day following the day on which the notice of default is served; or: b) To the extent that the Client was acting in the exercising of a profession or business, TRIPOD is entitled to compensation for extrajudicial collection costs, which, in that case, contrary to Section 6:96 subsection 4 of Book 15 of the Dutch Civil Code and contrary to the Dutch Extrajudicial Collection Costs (Standardization) Act (Wet normering buitengerechtigde incassokosten) and the associated Decree on Compensation for Extrajudicial Collection, will be set in advance at an amount equal to 15% of the total outstanding principal sum with a minimum of € 250 for each invoice that is partially or completely unpaid, without prejudice to TRIPOD's right to claim the actual extrajudicial costs in excess of this amount. The judicial costs include the full costs incurred by TRIPOD, even if they exceed the legal scale of costs.

- 5.7 TRIPOD shall retain ownership of all goods supplied by the Client until the Client has paid TRIPOD in full, by way of security for payment of all amounts due to TRIPOD, without exception. TRIPOD also expressly reserves the right to retrieve the delivered parts from the Client in the event of non-payment or partial payment.

6 Dissolution

If the Client fails to fulfil any obligation arising from this or any other agreement entered into with TRIPOD, or fails to do so in good time, or in the event of the shutdown of the commissioning authority, bankruptcy, suspension of payments, closure or liquidation of the Client's company, they shall be deemed to be in default by operation of law and TRIPOD shall be entitled to dissolve the agreement in whole or in part, at its discretion, without any notice of default or judicial intervention being required and without being obliged to pay any compensation or provide any guarantee, but without prejudice to its other rights. In such cases, any claim which TRIPOD has or receives against the Client shall become immediately due and payable in full.

7 Applicable Law

This agreement is subject to Dutch law. The Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, Vienna 11 April 1980, Bulletin of Treaties 1981, 184 and 1986, 61) does not apply to this agreement.

8 Disputes

- 8.1 All disputes that may arise between parties, as a result of their agreement or further agreements and other acts in connection with this agreement, such as, but not limited to, unlawful acts, undue payments and unjust enrichment, shall be settled exclusively by the competent Dutch court in the place where TRIPOD is established at the time of the dispute.
- 8.2 A dispute shall be deemed to exist as soon as one of the parties so declares.

DISCLAIMER: This English version is a translation of the original in Dutch, for information purposes only. In case of a discrepancy, the Dutch original will prevail.